

REQUEST FOR PROPOSALS
FOR
CAPITOL ART INSTALLATION AND FABRICATION SERVICES

LEGISLATIVE COUNCIL SERVICE
for
Legislative Building Services
411 STATE CAPITOL
SANTA FE, NEW MEXICO 87501
(505) 986-4600

ISSUE DATE: May 22, 2009

NOTICE

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

TABLE OF CONTENTS

1. Introduction	1
2. Sequence of Events	1
3. Amendments to Request for Proposals	2
4. Cancellation of Request for Proposals; Rejection of Proposals	2
5. Proposal Format	3
6. Scope of Work	4
7. Evaluation	4
8. Contract Terms and Conditions	4

1. INTRODUCTION

The Legislative Council Service (LCS), on behalf of the Legislative Building Services (LBS), invites individuals (Offerors) to submit proposals in accordance with the outlines and specifications contained in this request for proposals (RFP). This RFP contains specific requests for information. In responding to this RFP, Offerors are encouraged to provide any additional information they believe is relevant.

The purpose of this procurement is to select an individual to provide capitol art services in the area of design and fabrication of museum-quality fixtures, casework installation of artwork and other related duties requested by the curator of the Capitol Art Foundation (Curator).

2. SEQUENCE OF EVENTS

<u>Event</u>	<u>Date</u>
A. Release of RFP	May 22, 2009
B. Submission of Proposals	June 19, 2009
C. Evaluation of Proposals and Selection	June 24, 2009

The selection date is subject to extension at the discretion of the LCS. The effective date of the Contract is tentative; it is dependent on the selection date, the length of time required for Contract negotiation and the length of time for processing the Contract.

The events identified in the schedule above are briefly described below.

A. Release of RFP. This RFP will be advertised in two newspapers of general circulation pursuant to Sections 13-1-104 and 13-1-113 NMSA 1978, and prospective Offerors may direct questions about the RFP to Paula Tackett, Director, LCS, or Cynthia Sanchez, Curator, at the Legislative Council Service, 411 State Capitol, Santa Fe, New Mexico 87501; telephone: (505) 986-4600.

B. Submission of Proposals. Two (2) copies of the proposal and supporting documentation shall be submitted to the LCS. Proposals must be in the format specified in Paragraph 5 of this RFP and must be signed by the Offeror.

The deadline for receipt of proposals by the LCS is June 19, 2009, no later than 4:00 p.m. MDT. Proposals will be time-stamped upon receipt.

All proposals shall be submitted in sealed envelopes marked "Proposal for Capitol Art Installation and Fabrication Services".

All proposals must be addressed to:

Paula Tackett, Director
Legislative Council Service
411 State Capitol
Santa Fe, NM 87501

A proposal may be modified by an Offeror prior to the deadline for submission of proposals by delivery of a written modification to the above address. The sealed envelope shall be marked "Modification to Proposal for Capitol Art Fabrication and Installation Services".

A proposal may be withdrawn prior to the deadline for submission of proposals by delivering written notice or by telephone notification to the person listed above (Director).

Any proposal or modification received after the deadline for submission of proposals will be considered late. Unless a late proposal is the only one received, no late proposal or late modification will be considered unless it would have been timely but for the action or inaction of the LCS. Time limits will not otherwise be waived.

Proposals will not be opened publicly and will not be open to public inspection until after award of the Contract.

C. Evaluation of Proposals. Proposals will be evaluated by the LCS using the criteria listed in Paragraph 7 of this RFP. During the evaluation process, the LCS may seek clarification from Offerors, but it shall NOT negotiate with Offerors.

D. Selection of Offeror. The individual selected to perform the work and those individuals not selected will be notified in writing by the LCS. Selection does NOT constitute an obligation to contract with the successful Offeror.

3. AMENDMENTS TO REQUEST FOR PROPOSALS

If there are any amendments to this RFP, they shall be in writing and shall be mailed to all individuals who received the RFP. Amendments shall be distributed with sufficient time to allow Offerors to consider the amendments in preparing their proposals. If necessary, the deadline for submission of proposals will be extended by the amendment.

The written acknowledgment form mailed with the amendment shall be completed by the Offeror and submitted with the proposal as evidence of receipt of the amendment.

4. CANCELLATION OF REQUEST FOR PROPOSALS; REJECTION OF PROPOSALS

The LCS reserves the right to cancel this RFP at any time and for any reason.

Any and all proposals may be rejected in whole or in part when it is in the interest of the LCS to do so. The LCS shall not be responsible for the payment of any costs incurred by the Offeror in

the preparation or submission of a proposal.

The issuance of this RFP, the receipt of proposals or the selection of an individual in no manner obligates the LCS to the eventual purchase of services. This process is solely at the discretion of the LCS and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

5. PROPOSAL FORMAT

Offerors shall include the following information in their proposals.

A. Letter of Transmittal. Provide the following information:

- (1) the name, address and telephone number of the Offeror;
- (2) the name and telephone number of the primary contact for the Offeror;
- (3) the signature of the Offeror;
- (4) the date of the proposal;
- (5) a statement that the Offeror, if awarded the Contract, will comply with the Contract terms and conditions set forth in this RFP; and
- (6) a statement that the Offeror's proposal is valid for thirty (30) days after the deadline for submission of proposals.

B. Description of Services. Describe how the services will be provided or what tasks will be performed in response to the scope of work contained in Paragraph 6 of this RFP. The scope of work indicates "what" the Offeror is supposed to do; the description of services should show "how" the Offeror intends to perform the services.

C. Remuneration. The Offeror shall state the maximum number of hours available for providing services to the LCS pursuant to the Contract. The Offeror shall state the hourly rate for which the services will be provided. The Contractor will be compensated no more often than monthly at an hourly rate for work performed in the preceding month. The rate will be that agreed upon by the LCS and the Contractor, but not in excess of prevailing rates in the state for comparable services. The Contractor shall be reimbursed for incurred and separately stated applicable gross receipts taxes, materials and reasonable expenses incurred in providing these services.

D. Related Experience and Qualifications. The Offeror shall include in the proposal prior experience and qualifications related to accomplishing the scope of work contained in Paragraph 6 of this RFP. This portion of the proposal should demonstrate the extent to which the Offeror is qualified to perform both the scope of work outlined in this RFP and the specific services contained in the description of services portion of the Offeror's proposal.

The Offeror's ability to meet the evaluation factors contained in Paragraph 7 of this RFP shall be stated in this section of the proposal.

6. SCOPE OF WORK

The Contractor will furnish services to the LCS as generally requested and directed by the Curator. Among the services to be provided by the Contractor are:

A. design and fabrication of museum-quality fixtures for the display of art in the State Capitol by the Capitol Art Foundation (Foundation), including, but not limited to, backboards, pedestals, plexiglass cases, labels and walls;

B. installation of artwork in the State Capitol in close coordination with the Curator of the Foundation's collection, including necessary security hanging; and

C. other services related to the handling and transport of artwork as requested by the Curator.

7. EVALUATION

The responsible Offeror whose proposal is most advantageous to the LCS shall be selected to perform the services. The inclusion of cost as a factor does not require the LCS to select the lowest cost proposal. The following evaluation factors shall be considered in order of importance:

A. experience in the design and fabrication of museum-quality displays (30 points);

B. experience in the installation and handling of artwork (35 points);

C. references and recommendations (25 points); and

D. hourly rates and reimbursement (10 points).

8. CONTRACT TERMS AND CONDITIONS

The Contract between the LCS and the successful Offeror shall contain substantially the following terms and conditions. In the letter of transmittal, the Offeror shall include a statement agreeing to these terms and conditions and explaining any terms or conditions with which the Offeror does not agree.

A. Scope of Work. This portion of the Contract will be drafted following selection of an individual to perform the services. It will incorporate the scope of work in Paragraph 6 of this RFP and the description of services from the Offeror's proposal.

B. Compensation. The total compensation shall not exceed the limit specified in the Contract. The total amount shall include applicable New Mexico gross receipts taxes for services, which shall be paid by the Contractor, and reimbursement for materials if paid by the Contractor. The hourly rate shall be specified in the Contract.

C. Term. The Contract shall be effective and its term shall extend from a date to be determined by the Director to provide services and may be extended yearly for up to three succeeding fiscal

years upon agreement of the parties.

D. Termination. The Contract may be terminated by either of the parties upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. A party may not nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

E. Status of Contractor. The Contractor is an independent contractor performing professional services for the LCS and is not an employee of the State of New Mexico. The Contractor shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico by virtue of the Contract.

F. Assignment. The Contractor shall not assign or transfer any interest in the Contract or assign any claims for money due or to become due under the Contract without the prior written approval of the LCS.

G. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written approval of the LCS.

H. Records and Audit. The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the LCS and the State Auditor. The LCS shall have the right to audit billings both before and after payment. Payment under the Contract shall not foreclose the right of the LCS to recover excessive or illegal payments.

I. Release. The Contractor shall, upon final payment of the amount due under the Contract, release the LCS, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under the Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed in the Contract by the State of New Mexico unless the Contractor has express written authority from the LCS to do so, and then only within the strict limits of that authority.

J. Confidentiality. Any information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of the LCS.

K. Product of Service; Copyright. All materials developed or acquired by the Contractor under the Contract shall become the property of the State of New Mexico and shall be delivered to the LCS not later than the termination date of the Contract. Nothing produced, in whole or in part, by the Contractor under the Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

L. Conflict of Interest. The Contractor shall warrant that the Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict with the performance of services required under the Contract.

M. Amendment. The Contract shall not be altered, changed or amended except by an instrument in writing executed by the parties.

N. Merger. The Contract shall incorporate all of the agreements, covenants and understandings between the parties thereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties shall be valid or enforceable unless embodied in the Contract.

O. Applicable Law. The Contract shall be governed by the laws of the State of New Mexico.

P. Waiver. The Contract shall contain a provision that states that no waiver of any breach of the Contract or any of its terms or conditions shall be a waiver of any other or subsequent breach; a waiver shall not be valid unless it is in writing and signed by the party granting the waiver.

Q. Appropriation. The terms of the Contract are contingent upon sufficient appropriations and authorization being made to the LCS by the New Mexico Legislature or other funding agency. If sufficient appropriations and authorization are not made by the New Mexico Legislature or other funding agency, the Contract shall, notwithstanding the provisions of any other section of the Contract, terminate immediately upon the Contractor's receipt of written notice of termination from the LCS. The LCS's decision as to whether sufficient appropriations and authorization are made by the New Mexico Legislature shall be accepted by the Contractor and shall be final.

R. Notice. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

S. Equal Opportunity Compliance. The Contractor shall agree to comply with all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor shall agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under the Contract. If the Contractor is found to be not in compliance with these requirements during the life of the Contract, the Contractor shall agree to take appropriate steps to correct these deficiencies.